

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:	§	CHAPTER 7
	§	
WITH PURPOSE, INC.	§	CASE NO. 23-30246-mvl7
	§	
Debtor.	§	

**EMERGENCY MOTION TO SEAL NEUGEBAUER’S EMERGENCY MOTION FOR
ENTRY OF AN ORDER ENFORCING THE AUTOMATIC STAY**

James Nicholas Ayers, the J. Nicholas Ayers 2021 Irrevocable Trust, and Ayers Family Holdings, LLC (hereinafter collectively, “Ayers”) file this Emergency Motion to Seal (“Emergency Motion to Seal”) the Emergency Motion for Entry of an Order Enforcing the Automatic Stay filed by Toby Neugebauer (“Neugebauer”) and all supporting exhibits to same. In support thereof, Ayers respectfully shows the Court as follows:

BASIS FOR EMERGENCY MOTION TO SEAL

1. On May 17, 2023, Neugebauer filed an Emergency Motion for Entry of an Order Enforcing the Automatic Stay (hereinafter “Neugebauer’s Motion”). *See* Dkt. No. 44.
2. Neugebauer’s Motion and the exhibits attached thereto contain documents and information that are *explicitly* protected by a Confidentiality and Proprietary Rights Agreement (“Confidentiality Agreement”) between Ayers and With Purpose, Inc. d/b/a GloriFi (hereinafter “Debtor”).
3. Specifically, the Confidentiality Agreement contains the following provision:

The Parties agree that all matters subject to arbitration, including the arbitration itself, shall remain confidential.

See Ex. A ¶ 10.¹

4. In Neugebauer’s Motion, Neugebauer discusses *at length* a pending JAMS arbitration proceeding (the “Arbitration”) over which the Confidentiality Agreement applies.

5. Even worse, Neugebauer attaches *full live pleadings* from the Arbitration, which unquestionably contain “matters subject to” the Arbitration.

6. Neugebauer was required, pursuant to the plain terms of the Confidentiality Agreement, to maintain the confidentiality of these matters. Neugebauer’s failure to do so—and his flagrant disregard for the clear terms of the Confidentiality Agreement (which Neugebauer *signed*)—are inexcusable.

7. Ayers therefore files this Emergency Motion to Seal the entirety of Neugebauer’s Motion, including all exhibits attached thereto, in an effort to mitigate the damage caused by Neugebauer’s public filing of confidential materials and information. Ayers further reserves the right to seek sanctions against Neugebauer and his counsel for their clear breach of the Confidentiality Agreement.

CONCLUSION

For these reasons, Ayers respectfully requests that the Court grant this Emergency Motion to Seal, immediately restrict the public’s access to Neugebauer’s Motion (and all exhibits attached thereto), and direct the Bankruptcy Clerk to file Neugebauer’s Motion (and all exhibits attached thereto) under seal.

¹ A true and correct copy of the Confidentiality Agreement is attached hereto as “Exhibit A.”

Respectfully submitted,

/s/ Chase J. Potter

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**ATTORNEYS FOR JAMES NICHOLAS
AYERS, THE J. NICHOLAS AYERS 2021
IRREVOCABLE TRUST, AND AYERS
FAMILY HOLDINGS, LLC**

CERTIFICATE OF SERVICE

I hereby certify that, on May 18, 2023, I caused a copy of this document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Chase J. Potter _____

**ROGGE DUNN
CHASE J. POTTER**

CERTIFICATE OF CONFERENCE

I hereby certify that, on May 18, 2023, I conferred with counsel for Neugebauer (Joshua Romero) via telephone regarding the request to seal the filings. Mr. Romero informed me that he would need to seek his client's input and approval. Given the time sensitive nature of this filing, we proceeded to file the motion but will update the certificate of conference within a reasonable time after Neugebauer's counsel advises of his position.

/s/ Chase J. Potter _____

**ROGGE DUNN
CHASE J. POTTER**